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1983/05/11

PROTOCOL
ON COOPERATION IN AERONAUTICAL SCIENCE AND
TECHNOLOGY
BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
OF THE
UNITED STATES OF AMERICA
AND THE
CHINESE AERONAUTICAL ESTABLISHMENT
OF THE
PEOPLE'S REPUBLIC OF CHINA

The National Aeronautics and Space Administration of the United States of America and the Chinese Aeronautical Establishment of the People's Republic of China (hereinafter referred to as the Parties), in accordance with the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington, D.C., on January 31, 1979, for the purpose of promoting cooperation and collaboration in civil aeronautical science and technology, have agreed as follows:

Article 1

The Parties agree to conduct exchanges and collaborative activities on the basis of equality, reciprocity and mutual benefit.

Article 2

The Parties agree that cooperation may include, but is not limited to these fields: theoretical, computational and experimental aerodynamics; basic jet propulsion technologies; aircraft structure and materials; and aero-simulation techniques.

Article 3

The Parties agree that cooperation may include the following forms:

- (A) Exchange the provision of information and documentation on scientific and technical developments, activities and practices relevant to joint endeavors or areas of mutual interest to be defined;
- (B) Exchange of scientists, specialists and delegations to lecture, survey or participate in the work of the other Party;

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- (C) Exchange of scientific and technical personnel;
- (D) Joint organization of scientific conferences and symposia;
- (E) Collaborative research on subjects of mutual interest and joint research programs including the use of scientific and technical facilities;
- (F) Such other forms of cooperation as are mutually agreed.

Article 4

The cooperative activities carried out under this Protocol will be subject to the availability of funds and manpower to the Parties. The specific tasks, obligations and conditions with respect to the above-mentioned activities, including responsibility for the payment of costs, shall be embodied in Annexes to this Protocol. In the case of mutual exchanges, it is agreed that the dispatching Party shall cover international round-trip travel expenses and that the receiving Party shall bear the expense of lodging, board, and transportation within its territory. In the case of non-reciprocal exchanges, the Parties shall decide to share the costs through consultation on a case-by-case basis according to the extent of benefits.

Article 5

In order to coordinate the activities under this Protocol, a Working Group of the Parties shall be established. Each Party will designate three persons to be members of the Working Group, one of whom from each Party will act as Co-Chairperson. The Co-Chairpersons designated by each Party may, by correspondence or other appropriate means, negotiate new or revised Annexes to this Protocol encompassing new or significantly revised cooperative projects for approval by the Parties; coordinate and implement existing agreed projects; and discuss other related matters.

Article 6

Scientific and technical information transmitted by one Party to another Party under Article 3 of this Protocol shall be accurate to the best of the knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the scientific and technical information transmitted for any particular use or application by the receiving Party or by any third Party.

Article 7

Scientific and technical information derived from cooperative activities under this Protocol may be made available, unless

otherwise agreed in Article 8 of this Protocol, to the world scientific community through customary channels and in accordance with the normal procedures of the Parties.

Article 8

The Parties agree to reach an accord concerning the protection of copyrights and confidential information and the treatment of inventions or discoveries made or conceived under this Protocol in order to undertake specific activities. Such accord shall be made as an Annex to this Protocol.

Article 9

All activities under this Protocol shall be conducted under the guidance of the US-PRC Joint Commission on Scientific and Technological Cooperation established pursuant to the Agreement on Cooperation in Science and Technology between the two Governments, signed on January 31, 1979.

Article 10

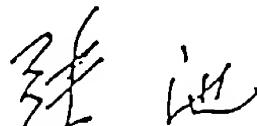
(A) The Protocol shall enter into force upon signature, and shall remain in force for a five-year period. It may be amended or extended by mutual agreement of the Parties.

(B) The termination of this Protocol shall not affect the validity or duration of specific activities being undertaken hereunder.

Done at Beijing, on the Eleventh day of May of 1983, in duplicate in the English and Chinese languages, both equally authentic.



For the
National Aeronautics and
Space Administration
of the
United States of America



For the
Chinese Aeronautical
Establishment
of the
People's Republic of China